

JOB NO. SSC

AGREEMENT

CONTRACT NO. SSC-01

SUBCONTRACT AGREEMENT

This Subcontract, made this **Monday, August 19, 2019** by and between Little Washington Fabricators, Inc. hereinafter designated the Subcontractor and Brunswick Builders, LLC, hereinafter designated the Contractor,

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein contained, the Subcontractor and the Contractor agree as follows:

Section A. The Subcontractor covenants, promises and agrees to furnish all material and personal property of every description, and to diligently and fully perform all work hereinafter described for the construction of

SADIQ SCHOOL NEW CONSTRUCTION PROJECT

hereinafter referred to as the Project, to be located at

49 Cedar Grove Lane, Somerset, New Jersey

for the use and benefit of the

Muslim Foundation, Inc.

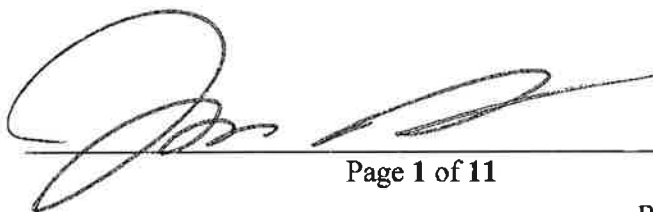
hereinafter referred to as the Owner, in strict accordance with the Contract between the Contractor and the Owner entered into on and hereby made a part of this Subcontract by reference.

Section B. The Subcontractor agrees to furnish all necessary management, supervision, labor, materials, machinery, tools, scaffolding, supplies, equipment, engineering, testing, all transportation, cartage, handling and hoisting patterns, models, surveys, field measurement, shop drawings, protection of work and labor for winter conditions, and/or any other act or thing required to diligently and fully perform and complete those portions of the work described in Schedule "A" attached hereto and hereby made a part of this Subcontract.

Section C. The Contractor agrees to pay the Subcontractor for the full and complete performance of this Subcontract for the unit price of (if and where directed by Contractor):

\$565,000.00 (Five Hundred and Sixty Five Thousand Dollars and Zero Cents)


Scope of work is listed as follows;



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BB



Sub-Contractor

Initial:



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Item	Description	Total
	Structural Steel Package	
	Furnish Fabricate & Deliver	\$ 509,000.00
	- Column Anchor Bolts	
	- Column Leveling Plates	
	- Beam Bearing Plates	
	Furnish, Fabricate, and Install (150.50 Tons)	
	- Beam with shear studs where indicated	
	- Moment Connections	
	- Columns	
	- 21 Tons Joists	
	- 316 Squares of Deck	
	- RTU - Steel Angle Frames	
	- Joist Support Angle @ RTU Frames	
	- Deck Support Angle	
	- Perimeter Bent Plate	
	- Steel Angle Braces (DWG S3.1 - Sections 7 & 7A)	
	Miscellaneous Metals Package	\$56,000.00
	Furnish Fabricate & Deliver	
	- Bearing Plates	
	- Sump pit frame and cover	
	- Hoist beam	
	- Lintels	
	Furnish, Fabricate, and Install	
	- Pit ladder	
	- Sill angles	
	- Roof access ladder	
	- Stair A and Stair B with railings	
	- Exterior rails at concrete steps and ramp	
	TOTAL	\$ 565,000.00

which price is firm and not subject to escalation and which includes all applicable federal, state and municipal taxes and/or fees; and further agrees to make all partial and final payments on account thereof and in accordance with the terms and provisions of the Subcontract Documents. Pursuant to the Architect's review, the Owner is obligated to pay the Contractor in the manner specified in the Contract Documents. Provided the Subcontractor's rate of progress and general performance are satisfactory to the Contractor and provided that the Subcontractor is in full compliance with each and every provision of the Subcontract Documents, the Contractor will make partial payments to the Subcontractor on the Contractor's pay estimate form in an amount noted in Option One or Option Two noted below and within (10) days. Final payment and release of retainage to the Subcontractor from the Contractor is contingent upon final payment to the Contractor from the Owner.

Option One - If the Subcontractor does not provide the Contractor with a Payment and Performance Bond, the Contractor will make partial payments to the Subcontractor in an amount equal to 90% of the estimated value of work and materials incorporated into the Project as approved and paid for by the Owner to the Contractor less the aggregate of previous payments.

Option Two - If the Subcontractor provides the Contractor with a Payment and Performance Bond for the full Contract value of the Subcontractor's work, the Contractor will make partial payments to the Subcontractor in an amount equal to 95% of the estimated value of work and materials incorporated into the project as approved and paid for by the Owner to the Contractor less the aggregate of previous payments.

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In addition, as permitted by the Contract Documents, Subcontractor can invoice for materials and equipment delivered and suitably stored on or off site at a location agreed upon in writing, if approved in advance by the Contractor, and Subcontractor will be paid for such stored materials in accordance with the Contract Documents and in accordance with the previous paragraph of this Subcontract. If requesting such payment, with each Application for Payment, the Subcontractor shall submit to the Contractor a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Subcontractor shall procure insurance satisfactory to the Contractor. Subcontractor further agrees to furnish protection at all times for all materials stored off site for use under this Subcontract and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said work and materials at any time.

PAYMENT FROM THE OWNER TO THE CONTRACTOR IS A CONDITION PRECEDENT TO PAYMENT FROM THE CONTRACTOR TO THE SUBCONTRACTOR PURSUANT TO THIS ARTICLE. Subcontractor acknowledges that it has considered the Owner's financial capacity in deciding to enter into this Subcontract and agrees to take the risk associated with the Owner's nonpayment.

No payment shall be made to the Subcontractor until all Certified Payrolls, Submittals, Affirmative Action Forms & any necessary documentation from the Sub Contractor and their Sub Contractor and Vendors have been submitted to the Contractor and approved by the Owner.

Section D. Terms and Conditions Forming Part of Subcontract

1. **Subcontractor's Duties:** The Subcontractor is bound to the Contractor by the same terms and conditions and to the fullest extent by which Contractor is bound to the Owner under the Prime Contract. In the event of any inconsistency between the terms and conditions of the Contract (including the General Conditions) and this Subcontract, the more restrictive provisions as applicable to the Subcontractor shall govern. The Subcontractor hereby warrants that he has investigated and familiarized himself with all laws and codes applicable to his work; with the availability, cost and suitability of personnel, materials, equipment, utilities, etc.; with the prevailing wage scales, union benefits and working conditions, craft jurisdiction, existing labor agreements; all site conditions and restrictions, underground conditions, prevailing weather and climatological conditions; and any other factors which may affect Subcontractor's work. Subcontractor further agrees that the Contractor shall not be liable to Subcontractor on any claim for additional payment or additional time or any claim whatsoever if such claims directly or indirectly result from Subcontractor's failure to investigate and familiarize himself with the conditions under which this Subcontract is to be performed. Subcontractor warrants it has visited the site and has become familiar with all conditions at the site, including without limitation, the conditions described in the General Conditions. Generally, the specifications describe Work which cannot be indicated on the drawings and indicate types, qualities and methods of installation of the various materials and equipment required for the work. It is not intended to mention every item of Work in the specifications which can be adequately shown on the drawings or to show on the drawings all items of Work described or required by the specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which is shown on the drawings or is reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the respective Subcontractors whether or not the Work is expressly covered in the specifications.

2. **Integration:** This subcontract constitutes the entire agreement between the parties and supersedes all proposals, correspondence, and oral agreements between the Subcontractor, and Contractor if any. Except as otherwise provided for herein, no changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties hereto.

3. **Equipment and Facilities:** The Subcontractor shall provide at his own expense whatever tools; machines; equipment; plant; utilities; services' storage sheds; workshops; offices; first aid or emergency treatment facilities and any other facility he may deem necessary for the complete performance of all work required under this Subcontract, and shall remove any such installations and thoroughly clean and restore the site and premises at the completion of the work. If the

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Subcontractor has occasion to utilize any of the facilities of the Contractor, when and if available, Subcontractor shall pay an equitable portion of the cost thereof. The Contractor shall bear no responsibility for any loss or damage from any cause whatsoever arising from Subcontractor's use of such facilities.

The Subcontractor shall clean up and remove from the premises all debris caused by the execution of the work or furnishing of materials and services. Upon failure to remove its debris, after 4-hour notice, the Contractor may remove it and charge the cost to the Subcontractor, plus a 20% service charge. If Subcontractor defaults or fails to execute and/or complete their work and BB is forced to perform, execute or complete the Subcontractors work, the Subcontractor shall immediately upon presentation for payment, reimburse the Contractor for the amount of such payment plus a service charge of twenty (20%) percent of the amount paid.

4. Submittals: The Subcontractor agrees to submit, in sufficient number, all shop or fabrication drawings, design and performance data, test, samples, operating and/or maintenance manuals for use in the performance of this Subcontract as directed by the Contractor within fourteen (14) calendar days after execution of the Subcontract unless directed to do so within a lesser period by the Contractor. Approval of any of the foregoing by the Contractor, the owner or the Owner's authorized agent shall under no circumstances alter the requirements of the Subcontract Documents or constitute acceptance by the Contractor of any method, material or equipment not acceptable to the Owner or the Owner's authorized agent.

5. Cutting, Patching and Blocking: The Subcontractor shall obtain Contractor's approval for and shall do any cutting, patching and blocking necessary to complete this work hereunder, and such work shall be performed to the same standards and shall match any work performed pursuant to the Contract Documents.

6. Maintenance of Site: Subcontractor agrees to keep the premises and all finished work clean at all times and to remove from the site all scrap and waste materials resulting from work under the Subcontract within twenty-four (24) hours after receipt by him from Contractor of written notice to do so. If the Subcontractor fails to do so, Contractor shall be entitled to liquidated damages of \$1,000 per day, per occurrence of cleanup undertaken by the Contractor. This sum is not a penalty but an attempt to determine a reasonable damage arising out of the need to cleanup.

The Subcontractor shall properly cover and protect the work of others from damage due to the performance of the work required under this Subcontract, and Subcontractor shall promptly clean, restore, or pay for the replacement of any such work damaged or soiled in the performance of his own work. Subcontractor further agrees to furnish protection at all times for his own work and all materials stored for use under this Subcontract and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said work and materials at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused solely by the negligence of the Contractor and is subject to recovery under such applicable insurance policies as may be in effect. If the Subcontractor fails to promptly perform such cleaning, protection and/or repair as directed by the Contractor, the Contractor shall have the right to proceed with such cleaning, protection and/or repair, and Subcontractor, on demand therefore, shall repay to the Contractor the actual cost of such work plus 10% to cover Contractor's supervision, insurance, tax and overhead.

7. Payment to Suppliers and Sub-subcontractors: Prior to the start of work, Subcontractor shall provide Contractor with a list of all sub-subcontractors and suppliers it intends to use on the Project along with the amounts of their subcontracts and purchase orders. This list shall be updated during the course of the Project as new sub-subcontractors and suppliers are retained. Subcontractor shall pay for all materials and supplies furnished and for all work, labor and services performed as required under this Subcontract, shall execute partial and final releases of liens upon demand by the Contractor, and shall indemnify Contractor and Owner against and save them and the premises harmless from any and all claims, demands, liens or suits, for all such material and supplies purchased and for all work, labor and services performed

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by others, including reimbursement of attorney's fees and any other costs of defense incurred. The releases discussed in the previous sentence shall include a list of all sub-subcontractors and suppliers paid with monies provided in payment of previous invoices thereby certifying that those monies were paid to the listed sub-subcontractors and suppliers. The Subcontractor agrees and covenants that money received for the performance of this Subcontract shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for this Project in connection with this Subcontract that money paid to the Subcontractor pursuant to this Subcontract shall immediately become and constitute a trust fund for the benefit of said persons and firms, and shall not in any instance be diverted by Subcontractor to any other purpose until all obligations and claims arising hereunder have been fully discharged.

8. Warranties: The Subcontractor warrants and guarantees the work and materials which he performs or furnishes under this Subcontract and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner. Without limitation of the foregoing or other obligations of the Subcontractor provided for in the Subcontract Documents, immediately upon the Contractor's demand, the Subcontractor, at its own expense, shall repair, replace, restore or rebuild, at the Contractor's option, any work in which defects in materials or workmanship may appear, or which is otherwise not in conformance with the other warranties of the Subcontractor hereunder, or to which damage may occur because of such defects or lack of conformance, within one (1) year or such longer period as required by the Specifications from the date of the Owner's and architect's final acceptance of the project. If the Subcontractor fails to comply, the Contractor may correct such defect or lack of conformance, as the case may be, and the subcontractor shall immediately reimburse the Contractor thereof.

9. Time of Performance: Time is of the essence. The Subcontractor agrees to keep himself thoroughly informed as to the overall progress of the Project; to commence and to prosecute the work undertaken hereunder in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such time or times as the Contractor may direct, so as to promote the general progress of the entire Project; and Subcontractor shall not, by delay or otherwise, interfere with or hinder the work or progress of the Contractor or any other subcontractor. The Contractor exclusively shall control scheduling, including the periodic updating thereof, if any, and the Subcontractor shall comply therewith. In the event of any failure of Subcontractor to complete his work within the required time, the Subcontractor hereby agrees to reimburse the Contractor for any and all damages, liquidated or actual, that may be assessed against the Contractor by the Owner, which are directly or indirectly attributable to work, caused by the Subcontractor's failure to comply fully with the foregoing provision. Subcontractor also agrees to pay to the Contractor such damages as the Contractor may sustain by reason of any delay, directly or indirectly, attributable to or caused by the Subcontractor, including, but not limited to, recovery of Contractor's overhead and expense related to the managing and supervising of the prime Contract work.

10. Overtime: If, in order to expedite the final completion of the Work, Contractor requests Subcontractor to work overtime at a time when Subcontractor is not in default in any of the provisions of this contract, Subcontractor agrees to work said overtime and it is understood that Contractor shall pay Subcontractor therefore only the Subcontractor's extra labor costs over the rate for regular time during the period of such overtime, including additional insurance and taxes incurred by Subcontractor with respect thereto. Time slips covering said overtime must be submitted to Contractor's authorized agent for checking and approval. No commissions, fees, overhead, or profit is to be charged by or allowed to Subcontractor for or on account of said overtime. However, if Subcontractor shall at any time, be behind in the work herein contemplated, or if in the opinion of the Contractor, Subcontractor is delaying the progress of the work necessary to complete the Project, then and in either such event, if requested by Contractor, Subcontractor shall cause to be performed overtime work as may be necessary to keep abreast with the general progress of the work at the Project, and in either such event the cost and expense of such overtime shall be borne entirely by Subcontractor.

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11. Delays: In the event Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, Subcontractor may submit to the Contractor a written request for an extension of time for the performance of same. No allowance or an extension of time shall be claimed by the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within three (3) days after the cause for such extension first occurred. If the Subcontractor shall be delayed in the prosecution or completion of the Subcontract Work by the act, neglect or default of the Contractor, the Architect, the Owner, or any other subcontractor employed by the Contractor upon the project, or by any damage caused by fire or other casualty for which the Subcontractor is not responsible, or by general strikes or lockouts caused by acts of employees, then the time fixed by the Contractor for the completion of the Subcontract Work shall be extended for such period of time as shall be determined and fixed by the Architect as the time lost by reason of any or all of the causes aforesaid. This shall be Subcontractor's sole and exclusive remedy for such delay and in no event shall Contractor be responsible for any increased costs, charges, expenses or damage of any kind resulting from any such delays. No allowance of an extension of time for performance of this Subcontract will be granted, unless a claim therefore is presented to the Contractor in writing and within forty-eight (48) hours of the occurrence of the cause thereof, and then only if the Contractor agrees to such an extension of time in its sole discretion.

12. Change in Work: Contractor may, at any time, by written order and without notice to surety, make changes in the work herein contracted for and the Subcontractor shall proceed with the work as directed. If said changes cause an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be made and this Subcontract shall be modified in writing accordingly. Nothing herein shall excuse the Subcontractor from proceeding with the prosecution of the work as changed. Subcontractor mark-up is limited by the terms of the Contract Documents.

13. Claims for Extra Work, Changed Conditions, Etc.: The Subcontractor agrees that any liability of the Contractor to the Subcontractor on any claim of any sort by the Subcontractor against Contractor arising in whole or in part out of any act, omission, default, order, directive, decision or change by the Owner, or which could be the subject of a claim by the Contractor against the Owner, shall be liquidated and limited to whatever the Contractor actually receives from the Owner, if anything, as a result of the presentation of a claim based thereon to the Owner, and the Subcontractor shall have no other or further claims whatsoever against the Contractor based thereon or in any way related thereto. Any claim prosecuted hereunder shall be subject to the sole direction and control of the Contractor. If the Subcontractor encounters any condition whatsoever upon which he may base a claim for extra compensation, extra time, or any other type of claim, it shall be his duty to give written notice to the Contractor prior to commencing any work involving said condition in order to allow the Contractor to inspect said condition and to take such steps as Contractor deems necessary. In the absence of such notice to the Contractor, Subcontractor shall be fully liable for any and all expense, loss or damage resulting from said condition.

No additions, deductions or changes shall be made in the work, nor shall there be any charges for premium time, except upon written order by the Contractor, which order shall specify the amount of additional compensation or credit to be applied to the amount of this Contract. If, in the performance of the general contract, the Contractor shall order in writing extra work to this contract but not extra to the general contract, the Subcontractor shall charge either an agreed lump sum, or, at the option of the Contractor, the cost of said work plus ten percent (10%) to cover profit, overhead, insurance, bond, supervision and tools, and which total shall constitute the entire amount due to Subcontractor for the extra work.

14. Continuation of Work During Disputes: In the event of any claim or dispute between Contractor and Subcontractor, it is specifically agreed by the parties hereto that no claim shall interfere with the performance work required to be performed under this Subcontract.

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15. Default: In the event the Subcontractor fails to comply, or becomes unable to comply, or with reasonable probability (as determined solely by Contractor) will become unable to comply, with any of the provisions of this Subcontract; or in the event Subcontractor fails at any time to supply a sufficient number of properly skilled workmen with sufficient materials, equipment or plant of proper quality or fails in any respect to prosecute the work with promptness and diligence; or causes by any action or omission a stoppage of or delay in the work of the Contractor or other subcontractors of Contractor; or in the event Subcontractor abandons his work or any part thereof; and such failure, inability or deficiency (as determined solely by Contractor) is not corrected within one calendar day after written demand by the Contractor to the Subcontractor; the Contractor may, in addition to and without prejudice to any other right or remedy, terminate this Subcontract, take over and complete the performance of the Subcontract, at the expense of the Subcontractor; or the Contractor may, without taking over the work, immediately and without notice to Subcontractor, furnish the necessary materials and labor through itself or others, to remedy the situation, all at the expense of the Subcontractor. Upon any action by the Contractor pursuant to this article, the Subcontractor shall not be entitled to further payment on this Subcontract until the work has been completed and accepted by the Owner and payment therefore has been received by the Contractor from the Owner. With respect to expenses incurred by the Contractor pursuant to this article, it is hereby agreed that the costs and expenses chargeable to the Subcontractor as herein before provided shall include, without restriction, the cost of materials, labor, subcontracts, purchase orders, transportation, equipment and expense thereon, supplies, services, insurance, taxes, appliances, tools, utilities, power used or consumed, supervision, administration, job overhead, travel, attorney's fees, legal and accounting fees and expenses, Contractor's general overhead as allocated to the work and other costs and expenses incurred or sustained by the Contractor, plus ten percent (10%) profit on the actual cost of the work performed as well as on the amount of claims paid by the Contractor for Subcontractor or for which it deems itself liable. All such costs shall include those incurred if it is necessary to prosecute or defend any action by or against Subcontractor or arising out of or relating in anyway to Subcontractor's default and/or termination.

16. Termination for Convenience: The Contractor may, at any time, terminate this Subcontract in whole or in part for the Contractor's convenience and without cause. Termination by the Contractor under this Paragraph shall be by notice of termination delivered to the Subcontractor specifying the extent of termination and the effective date of such termination, the Subcontractor shall recover as its sole remedy payment for work properly performed in connection with the terminated portion of the work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Contractor's instructions. The Subcontractor hereby waives and forfeits all other claims for payment and damage, including, without limitation, anticipated profits.

17. Coordination: The Subcontractor agrees to cooperate with the Contractor and other subcontractors whose work might interfere with the Subcontractor's work and to prepare sketches and drawings as directed, and/or to participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Contractor of any such interference.

18. Indemnification: The Subcontractor agrees for itself and its insurers to indemnify, defend and hold harmless Contractor, Architect, Owner and their parent, subsidiary and affiliated companies and their respective agents, officers, directors, employees and assigns from and against any and all liabilities, claims, losses, damages, penalties, costs or expenses (including but not limited to court costs and reasonable attorney's fees) for damage to property of whatsoever kind or nature or injury to persons (including, but not limited to death) arising out of or due to or claimed to have arisen out of or been due to design, manufacture, delivery, installation, use, maintenance, repair, or operation of any part of all of the goods, material, and equipment, if any, supplied by Subcontractor, or the performance of the work by Subcontractor, its agents, independent contractors, sub-Subcontractors, vendors, and each of their agents, officers, or employers, or any other of their operation, no matter by whom performed for or on behalf of Subcontractor. Subcontractor's obligations under this indemnity shall not extend to property damage or personal injury caused by the sole negligence of the indemnitee or its agents, officers, directors, employees, and assigns.

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In the event and to the extent that a claim is made by an employee of Subcontractor against an indemnitee hereunder, the intent of this Article is that Subcontractor shall and it hereby agrees to indemnify Owner, Architect, Contractor and their parent, subsidiary, or affiliated companies and each of their agents, officers, directors, employees and assigns to the same extent as if the claim was made by a non-employee of Subcontractor. Accordingly, in addition to the above provisions, and in order to render the parties' intent and this indemnity agreement fully enforceable, Subcontractor, in an indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker's Compensation Laws or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. Said waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision disallowing or limiting such indemnification.

The Subcontractor shall bear any expense of an Indemnitee because of any claim or other matter indemnified against hereunder, including reasonable attorney's fees and court costs in the defense of, or preparing for the defense against, any such claim, even if such claim or any lawsuit arising therefrom is groundless, false or fraudulent. If any such claim has not been settled or discharged when the Work is finished, final settlement between the Contractor and the Subcontractor and final payment of the Subcontract Price and the acceptance of the Work shall be deferred until any such claim is paid or settled or the Subcontractor provides a bond, acceptable to the Contractor, in its sole discretion, to satisfy such claim. At the request of any Indemnitee, Subcontractor shall retain an attorney to represent such Indemnitee in the defense of any such claim, provided, however, that any attorney employed in such defense must be satisfactory to such Indemnitee.

19. Permits and Compliance with Law: Subcontractor shall obtain and pay for all permits, licenses and official inspection made necessary by his work and shall comply with all laws, ordinances and regulations bearing on the work required under this Subcontract. Without limitation of any other provision hereof, if the Subcontractor performs any Work which is contrary to such laws, ordinances, codes, rules and regulations, he shall make all changes as required to comply therewith and bear all costs arising therefrom without additional reimbursement.

20. Independent Contractor: The Subcontractor certifies that he is "an independent Contractor" subject, as an employer, to all applicable statutes and regulations with respect to such status.

21. Employees: The Subcontractor shall not employ any person in performance of this Subcontract whose employment might be reasonably objected to by the Contractor or Owner and hereby agrees to promptly remove from the Project any such person or party. In addition, everyone working on site must keep a neat and clean appearance. Radio shall be kept at low volumes. Voices shall not be raised and language shall be appropriate at all times.

No discrimination shall be made against any employees, or in the employment of any applicant, because of age, race, sex, color, creed or national origin, and Subcontractor agrees to be bound by and to comply with Section 711(a) of Title VII of the Civil Rights Act of 1964, all relevant laws dealing with Equal Employment Opportunity, as the same may be amended from time to time, and further agrees to comply with all of the provisions of the Contract Documents pertaining thereto.

22. Superintendent: The Subcontractor shall, at all times, maintain a qualified and skilled superintendent or foreman at the site of the Work who shall be satisfactory to the Owner, the Owner's authorized agent and/or the Contractor. Such superintendent or foreman shall be duly and legally authorized to represent and act for the Subcontractor with respect to all matters in connection with or arising out of work under this Subcontract.

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23. Subcontractor's Dealing with Owner: It is agreed that all of Subcontractor's dealings with the Owner's authorized agent, the Owner, or any other party named in the Contract Documents shall be through the Contractor. The Subcontractor further agrees that he shall not make any agreement with the Owner's authorized agent or with the Owner pertaining to any phase of the performance of this Subcontract.

24. Contributions, Taxes and Insurance: The Subcontractor agrees to and does hereby accept full and exclusive liability for the payment of all contributions, taxes, insurance of any description whatsoever, now or hereafter imposed by any authority, which are measured by the wages, salaries or other remunerations paid to persons employed by Subcontractor on work performed pursuant to the terms of this Subcontract. Subcontractor further agrees to and does hereby accept full and exclusive liability for the payment of all personal property taxes, inventory taxes, sales taxes, use taxes, excise taxes, fuel taxes, transportation taxes, franchise taxes, and all other taxes, and/or tax assessments in any manner whatsoever relating to the materials, supplies, tools, machinery, equipment and plant which may be purchased, acquired, rented or used by Subcontractor relating to all work performed under this Subcontract.

25. Insurance: Subcontractor shall provide and maintain at all times during the performance of this Subcontract Workmen's Compensation and Employer's Liability insurance for protection of Subcontractor's employees, as required by Law; and insurance covering Public Liability, Property Damage and Subcontractor's Contractual Liability hereunder (including but not limited to all work performance and operation of automobiles, trucks and other vehicles, the values of which are itemized in Schedule "B"). All insurance required hereunder shall be maintained in full force and effect in a company or companies satisfactory to Contractor, at the Subcontractor's expense, and until performance in full hereof has been accomplished and final payment has been issued in evidence thereof. Further, such insurance shall be subject to the requirement that Contractor must be notified by thirty (30) days written notice before cancellation of any such policy. In the event of the threatened cancellation for non-payment of premium, Contractor may pay the same for Subcontractor and deduct the said payment from amounts then or subsequently owing to the Subcontractor hereunder. In the event that Subcontractor is not eligible to receive Workers Compensation Benefits due to its structure, such as a sole proprietor, partnership, limited liability partnership or limited liability corporation, Subcontractor must notify Contractor, in writing, of that fact and must confirm that it will not bring any additional personnel to the project. It must also confirm, in writing, that the parties are not intending to establish an employer-employee relationship of any kind. In the event Contractor, in its sole discretion, determines that Subcontractor is not maintaining the insurance required by this Agreement, Contractor shall have the right to immediately terminate this Agreement without any notice to Subcontractor.

Certificates of insurance must be filed with the Contractor within fourteen (14) calendar days of the date of execution of this Subcontract or prior to commencement of work, whichever is earlier. No payment shall be considered due and owing hereunder until certificates of insurance satisfactory to the Contractor have been received in his office. Subcontractors' liability policy must list as additional insured Contractor and the Owner of the Project. Subcontractor's policy shall be the primary policy. Subcontractor is required to report to Contractor in writing, any job related illness or accident within five (5) business days of illness or accident.

Subcontractor shall require its Sub-subcontractors to provide and maintain at all times during the performance of the Sub-Subcontractor's Subcontract, Workmen's Compensation and Employer's Liability insurance for protection of the Sub-Subcontractor's employees, as required by law; and insurance covering Public Liability Property Damage and Sub-Subcontractor's Contractual Liability under its Subcontract (including but not limited to all work performance and operation of automobiles, trucks and other vehicles, the values of which are itemized in Exhibit "B"). The insurance provided by the Sub-subcontractor shall meet all of the requirements of this Subcontract.

26. Waiver of Liens and Releases: In States in which a lien waiver is enforceable, the Subcontractor and any persons acting through or under the Subcontractor shall not file or maintain any mechanic's lien claims, construction lien claims or

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liens against the Project, or the building thereof or the lot of ground appurtenant thereto, for or on account of any work done or materials furnished by this Subcontractor and/or any such person as aforesaid. In States in which a lien waiver is enforceable, the Subcontractor, for and on behalf of the Subcontractor and all other persons as aforesaid, hereby expressly waives and relinquishes the right to have, file or maintain any mechanic's claim, construction lien claims or lien against the said Project, the buildings thereof and the lot of ground appurtenant thereto, or any of them, which waiver shall be and hereby is made an independent covenant and shall operate and be effective also with respect to work and labor done and materials furnished under any supplemental agreement between the Contractor and the Subcontractor, or any agreement for extra work done, performed, furnished or supplied in and about the said Project, although not therein referred to as work and labor performed and materials furnished under this Subcontract. The Subcontractor, when required by the Contractor as a condition precedent to the making of final payment hereunder, shall furnish to the Contractor a full and complete release and discharge, in a form satisfactory to the Contractor, of all liens, claims and demands arising out of or relating to the Subcontract work and any and all materials furnished, work done and equipment used in connection therewith. Furthermore, if, prior to final payment, the Owner or any party providing financing for the Project requests a release of liens from the Subcontractor, the Subcontractor shall execute and deliver such release of liens in a form satisfactory to the Owner or such other party.

27. Applicable Law: The law of the State in which the Project is located shall be applicable to this Contract and shall be used to decide any dispute related to this Contract.

28. Determination of Disputes: Any dispute between the parties related to this Contract shall be determined in the same manner as disputes are to be resolved in the Contract Documents between Owner and Contractor, and Subcontractor hereby consents to the personal jurisdiction of the referenced court or arbitrator over it and agrees to accept service of process issuing from said court or arbitrator. As a part of the consideration given by the parties hereto, the parties mutually agree to waive their respective rights to a jury in any such matter. In addition, Contractor shall have the right, in its sole discretion, to stay the litigation or arbitration between the parties to this Subcontract and require Subcontractor to join any project related litigation or arbitration even if the other litigation or arbitration is in another jurisdiction or was filed after the litigation or arbitration between Contractor and Subcontractor.

29. Required Certificates: Prior to the commencement of work, the Subcontractor shall furnish an active Public Works Certificate and Business Registration Certificate. Schedule "C" and Schedule "D" provide sample certificates. Should the certificate expire during the course of the work, it is the sole responsibility of the Subcontractor to provide the Contractor with updated certificates so as to prevent any lapse in coverage.

30. Prevailing Wage: The Project is governed by the New Jersey State Prevailing Wage Act. To that end, the Sub Contractor is bounded by all regulations in connection with same. It is the responsibility of the Sub Contractor to familiarize themselves with the rules and regulations bounded by the New Jersey State Prevailing Wage Act.

31. Any and all work, materials, and services which fail to conform to this order shall be corrected or replaced at Subcontractor's expense. In the event that Subcontractor fails to do so, the Contractor may, upon 24-hour notice, correct and/or replace these goods or a part thereof at Subcontractor's expense.

If a dispute arising out of or relates to this Contract, or breach thereof, and if the dispute cannot be settled through pre-litigation negotiations, Contractor and Subcontractor agree, at Contractor's sole election, to subject the dispute to arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules whereby a judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

JOB NO. SSC

AGREEMENT

CONTRACT NO. SSC-01

Under such circumstances, the Arbitrator(s) shall have the exclusive power to determine issues of arbitrability. Such arbitration shall be final and binding upon the parties.

This Agreement is entered into as of the day and year first written above and is executed by an authorized, legal representative of both parties.

The following documents are attached hereto, and incorporated into this agreement;

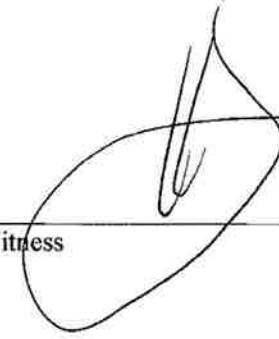
- Schedule A – Little Washington Fabricators, Inc. Proposal
- Schedule B – Sample Insurance Certificate
- Schedule C – Not Applicable
- Schedule D – Sample Business Registration Certificate
- Plans & Specifications for above referenced project, dated 04/02/2019 prepared by Mistry Design Architects.

Brunswick Builders, LLC

By: 

Date

8/19

Witness 


Date

Little Washington Fabricators, Inc.

By: 

Date

8/27/19

Witness 

Date

8/27/19

SCHEDULE A



Safety Rules Are Our Best Tools

52 Mill Street, Christiana PA 17509 Ph: (610) 979-0079 Fax: (610) 979-0387

Quote # 9175R

Revised

August 13, 2019

Attn: Hussain Burhanpurwala
Jamali Developers, LLC
46 Oakcrest Drive
East Brunswick NJ 08816

Proposal and Quotation for:

New Shop & Office Expansion
East Hanover - NJ

We propose the following:

Structural Steel Package:

Furnish, Fabricate, and Deliver:

- Column Anchor Bolts
- Column Leveling Plates
- Beam Bearing Plates

Furnish, Fabricate, and Install (150.50 Tons):

- Beams with Shear Studs where Indicated
- Moment Connections
- Columns
- 21 Tons Joist
- 316 Squares of Deck
- RTU – Steel Angle Frames
- Joist Support Angle @ RTU Frames
- Deck Support Angle
- Perimeter Bent Plate
- Steel Angle Braces (DWG S3.1 – Sections 7 & 7A)

Miscellaneous Metals Package:

Furnish, Fabricate, and Deliver:

- Bearing plates
- Sump pit frame and cover
- Hoist beam
- Intels

Furnish, Fabricate, and Install:

- Pit ladder
- Sill angles
- Roof access ladder
- Stair A and Stair B with railings
- Exterior rails at concrete steps and ramp

Drawings Reviewed for Bid Include: S0.1, S1.1, S1.2, S1.3, S2.1, S3.1, S4.1, S4.2
Issued for Bid/Permit Set Dated 11/13/2018. Arch dwgs dated 11/13/18

Exclusions: Any item not specifically noted in scope above. See attached exclusions and conditions

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

STANDARD EXCLUSIONS:

1. Field measuring, cleaning, touchup
2. AISC Certification
3. Safety cabling
4. Engineering, calculations, sealed drawings
5. Grouting, setting of leveling plates, bearing plates
6. Setting of embedded items
7. Sump pans, drainage items
8. Temporary shoring, bracing, protections
9. Testing, inspections, surveys
10. Costs of bonds, licenses, permits
11. Cutting, patching of existing materials
12. Holes for other trades
13. Hoisting of materials for other trades
14. Gage metals, framing
15. Attachment of structural steel or deck to gage metal
16. Specifications, addendum
17. Prevailing wage field labor
18. Union field labor
19. Alternates as Noted
20. Cutting of deck at roof openings
21. Wood Framing and associated hardware
22. Liquidated Damages
23. Demolition

CONDITIONS:

1. All field work to be performed on a continuous, straight-time procedure
2. Fabricate in accordance to A.I.S.C. code of standard practice
3. Erection schedule & sequence to be determined by erector & contractor
4. Contractor to provide clear crane access around perimeter of building
5. Contractor to provide clear crane access inside footprint of building
6. Contractor to provide written notification to fabricator of sufficient concrete strength prior to erection
7. Contractor to provide a firm, graded, well drained area, readily accessible to the work with adequate space for the safe storage of materials and the safe operation of equipment
8. Bid based on drawings seen dated November 13, 2018.
9. This proposal to be made part of final contract
10. Retainage to be reduced to 5% after 50% completion. All retainage & outstanding balances to be paid 30 days after completion of subcontractor's portion of original contract.
11. No additional work to be performed without signed Change Order
12. Price subject to change 30 days from date of Proposal

Structural Steel Base bid as above for the sum of **\$509,000.00** no tax

Miscellaneous Metals based Bid as above for the sum of **\$56,000.00** no tax

Respectfully,

Gary Lefever

Gary Lefever
General Manager

PAYMENT TERMS:

All payments to be made within 30 days of date of invoice.

It is agreed that in the event that this or any account of the customer is not paid according to the above mentioned terms, the customer will be additionally liable for all collection agency fees and all costs incurred in collection including, but not limited to, attorney fees, interest of the highest amount permitted by law and costs and disbursements if collection procedures are required. Any and all sales, contracts and other documents are deemed to be executed in Christiana, PA, the home of Little Washington Fabricators, Inc., and shall be governed by the laws of the State of Pennsylvania.

Accepted By: _____ Signed: _____
(Print Name)

ATTENTION: CONTRACTORS

Due to the changing steel prices, we cannot guarantee our quoted steel prices for longer than 30 days from the date of bid. In the event of a price increase, the owner will be responsible for these additional increases in material costs.

We appreciate your business and look forward to working with you! Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Golden State Insurance Agency 308 Rising Sun Rd Bordentown NJ 08505		CONTACT NAME: Rizwan Ashraf PHONE (A/C, No, Ext): 732-821-4700 FAX (A/C, No): 732-647-1300 E-MAIL: admin.agency@goldenstateins.net ADDRESS:	
INSURED Brunswick Builder LLC P.O. Box 7315 East Brunswick NJ 08816		SCHEDULE B	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Wesco Insurance Company	
		INSURER B: Mid-Century Insurance Company	
		INSURER C: Starstone National Insurance Company	
		INSURER D: Hartford Underwriters Insurance Company	
INSURER E:		NAIC #	
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	NW107931600	8/9/2017	8/9/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SCP 13181310	8/8/2017	8/8/2018	GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
C	<input type="checkbox"/> Hired Autos		83185Z170ALI	8/9/2017	8/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$
	DED RETENTION \$					PROPERTY DAMAGE (Per accident) \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A	6S60UB-8H19576-A-17)	6/29/2017	6/29/2018	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sadiq School Construction located at 49 Cedar Grove Lane, Somerset, New Jersey
Muslim Foundation, Inc., board members, associates, Hamid Contracting, LLC members and associates as additional insured.

Brunswick Builders, LLC is added as an Additional Insured under the policies listed above, with respects to work performed by the Named Insured as required by written contract

CERTIFICATE HOLDER Muslim Foundation, Inc. 49 Cedar Grove Lane, Somerset, New Jersey Hamid Contracting, LLC 400 Vine Avenue, Gallaway, New Jersey Brunswick Builders, LLC PO Box 7315, East Brunswick, New Jersey	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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INFORMATION ONLY

11/06/14

SCHEDULE D

Taxpayer Identification# 472-223-733/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (800)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0282

TAXPAYER NAME:

BRUNSWICK BUILDERS LIMITED LIABILITY CORP

TRADE NAME:

ADDRESS:

PO BOX 7315
EAST BRUNSWICK NJ 08816

EFFECTIVE DATE:

11/06/14

SEQUENCE NUMBER:

1912087

ISSUANCE DATE:

11/06/14


Director
New Jersey Division of Revenue

FORM RDC

10-001-02030409